

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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	:	
HAYLEY NEHER,	:	
	:	
Plaintiff,	:	
	:	20 Civ. 3560 (LGS)
-against-	:	
	:	<u>ORDER</u>
COACH LEASING, INC., et al.,	:	
Defendants.	:	
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LORNA G. SCHOFIELD, District Judge:

WHEREAS Plaintiff Hayley Neher moves to amend her Complaint to add Megabus Northeast, LLC (“Megabus”) as a Defendant, claiming she learned through discovery that Megabus was the lessee of the bus that allegedly struck her and that she was provided a lease agreement evidencing that fact on or about August 4, 2020.

WHEREAS Defendants Bernardo Fernandez and Coach Leasing, Inc. do not oppose the motion.

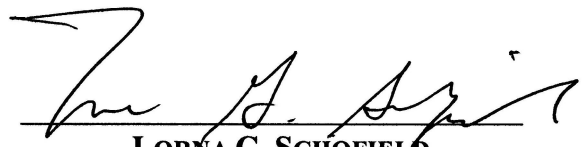
WHEREAS Federal Rule of Civil Procedure 15 provides that “[t]he court should freely give leave [to amend a pleading] when justice so requires.” Fed. R. Civ. P. 15(a)(2). “This permissive standard is consistent with [the court’s] strong preference for resolving disputes on the merits.” *Williams v. Citigroup Inc.*, 659 F.3d 208, 212–13 (2d Cir. 2011) (internal quotation marks omitted); *accord Travelex Currency Servs., Inc. v. Puente Enterprises, Inc.*, 449 F. Supp. 3d 385, 394 (S.D.N.Y. 2020). Although motions to amend are generally governed by Federal Rule of Civil Procedure 15(a), Rule 21 governs the joinder of parties. “[T]he showing necessary under Rule 21 is the same as that required under Rule 15(a).” *Raji v. Societe Generate Americas Sec. LLC*, No. 15 Civ. 1144, 2016 WL 354033, at \*2 (S.D.N.Y. Jan. 21, 2016) (internal quotation marks omitted).

WHEREAS “it is within the sound discretion of the district court to grant or deny leave to amend . . . for good reason, including futility, bad faith, undue delay, or undue prejudice to the opposing party.” *Broidy Capital Mgm’t LLC v. Benomar*, 944 F.3d 436, 447 (2d Cir. 2019) (internal quotation marks omitted). The “burden is on the non-moving party to demonstrate the existence of such grounds.” *Growblox Scis., Inc. v. GCM Admin. Servs., LLC*, No. 14 Civ. 2280, 2016 WL 1718388, at \*4 (S.D.N.Y. Apr. 29, 2016).

WHEREAS Defendants do not satisfy that burden because they have not opposed Plaintiff’s motion. Regardless, there is no futility, bad faith or undue delay. Plaintiff learned Megabus was the lessee of the bus and conferred with Defendants the next day. Nor would amendment unduly prejudice Defendants by imposing significant additional costs or delays. *See Monahan v. N.Y.C. Dep’t of Corr.*, 214 F.3d 275, 284 (2d Cir. 2000) (in determining what constitutes prejudice, courts consider whether an amendment would “(i) require the opponent to expend significant additional resources to conduct discovery and prepare for trial; (ii) significantly delay the resolution of the dispute; or (iii) prevent the plaintiff from bringing a timely action in another jurisdiction” (internal quotation marks omitted)); *accord Lin v. Toyo Food, Inc.*, No. 12 Civ. 7392, 2016 WL 4502040, at \*2 (S.D.N.Y. Aug. 26, 2016). Accordingly, it is hereby

**ORDERED** that Plaintiff’s motion to amend her Complaint is GRANTED. By **September 17, 2020**, Plaintiff shall file a non-redlined copy of the proposed amended Complaint submitted with her motion to amend (Dkt. No. 13-2 Ex. B). The Clerk of Court is respectfully directed to close the docket entry at No. 13.

Dated: September 16, 2020  
New York, New York



**LORNA G. SCHOFIELD**  
**UNITED STATES DISTRICT JUDGE**